

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re: :
CHANEL, INC., : Docket #18cv10626
 : 1:18-cv-10626-VSB-GWG
 :
Plaintiff, :
 :
- against - :
 :
THE REALREAL, INC., : New York, New York
 : February 24, 2023
 :
Defendant. :
 :
----- : TELEPHONIC
 : DISCOVERY HEARING

PROCEEDINGS BEFORE
THE HONORABLE GABRIEL W. GORENSTEIN,
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

For the Plaintiff: SHEPPARD MULLIN RICHTER & HAMPTON
BY: THEODORE CONRAD MAX, ESQ.
KHIRIN BUNKER, ESQ.
TYLER E. BAKER, ESQ.
30 Rockefeller Plaza
New York, New York 10112

For the Defendant: KING & SPALDING LLP
BY: LEIGH MAGER NATHANSON, ESQ.
1185 Avenue of the Americas
New York, New York 10036

KING & SPALDING
BY: JULIANNE LEE DURAN, ESQ.
1700 Pennsylvania Avenue N.W.
Washington, D.C. 20006

Transcription Service: Carole Ludwig, *Transcription Services*
155 East Fourth Street #3C
New York, New York 10009
Phone: (212) 420-0771
Email: Transcription420@aol.com

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None					

E X H I B I T S

<u>Exhibit Number</u>	<u>Description</u>	<u>ID</u>	<u>In</u>	<u>Voir Dire</u>
None				

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2 THE CLERK: This is in the matter of Chanel,
3 Inc. versus The RealReal, Inc., case number 18-cv-10626.
4 Starting with plaintiff's counsel, please state your
5 appearance for the record.

6 MR. THEODORE C. MAX: Theodore C. Max from
7 Sheppard Mullin for plaintiff, Chanel, Inc. And I'm
8 here with Khirin Bunker and Tyler Baker.

9 MS. LEIGH NATHANSON: This is Leigh Nathanson
10 from King & Spaulding, for defendant, The RealReal. And
11 I'm here with my colleague, Julianne Duran.

12 THE HONORABLE GABRIEL W. GORENSTEIN (THE
13 COURT): Okay, welcome, everyone. We're being recorded;
14 but any other further recording or dissemination or
15 broadcast of this proceeding is prohibited.

16 We're here based on the letters, 294 and 302.
17 I'm going to deal primarily with the RFA Set Six issue
18 and want to talk to you in detail about the RFA Set
19 Seven issues. With respect to RFA Set Six, the case law
20 is clear that a denial is a denial. I do not have --
21 it's only in the rarest instances -- and this is not one
22 of them -- that a Court should look beyond a denial.
23 The remedy, if there is to be one, is in Rule 37, if
24 something has to be proved that the Court later finds
25 was encompassed by this request for admission. I'm not

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2 going to start giving advisory opinions about how that's
3 to come out. So that's just the end of that.

4 Now, with respect to Set Seven, I think that
5 there was a lot of confusion probably generated by me at
6 the last conference as to how we were going to deal with
7 these. I ended up coming up with a definition of
8 "genuine" that I thought was fair, that I think that
9 even TRR thought was fair. And I guess we now have to
10 deal with what that means in terms of these request for
11 admissions. I think we need to start this *de novo* and
12 just try to do this logically and see what needs to be
13 done.

14 So, with that in mind, I'm now going to turn to
15 the requests and figure out what the objection is and
16 what the problem is as to answering them. And I gather
17 that we should be thinking about these differently
18 depending upon whether these were items that were
19 actually sold and then returned or whether they were
20 items that were listed at one point and then got
21 delisted. I don't mind breaking it into those two
22 categories if TRR wants to discuss them separately. But
23 I want to have this as a discussion without regard to
24 the past. I'm certainly not going to award attorney's
25 fees to the plaintiff because, as I say, there was plain

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confusion about this. I just want to solve the problem and deal with it going forward and deal with whether we need to have new answers or whether the RFA that's raised now is for some reason objectionable.

So I think we start with -- and I'm using Mr. Max's letter -- I'm on page four. I think we'd start with number two. And I note -- I can see how there may be some issues about timing, about when this process took place. Maybe there's some objection from TRR about the phrasing as it is now regardless of timing. So let me understand -- now that we have a definition of "genuine," tell me what the objection is to number two. And if you have to divide it into returned items and delisted items, that's fine with me.

MS. NATHANSON: Good morning, your Honor. So I think the issue with number two -- at first I won't divide it into those categories; but then when I discuss our responses, I will. As to the request for admission itself, the def -- and I appreciate that we're starting *de novo*, but I just want to refer to the past to explain how we were thinking of this. The definition of "genuine" that we were using from the prior conference involved manufactured and sold by Chanel. And when The RealReal authenticates an item -- and we've discussed

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this a couple of times -- it doesn't necessarily ask for proof of first sales. It takes as a conclusion that follows from the determination that an item can be authenticated; in other words, that there are not questions raised for TRR as to its authenticity. It is assumed that that item was manufactured and sold by Chanel. I don't know exactly what Chanel is getting at with that because Mr. Max has raised a few times this concept of a shifting burden whereby The RealReal, in his view -- and we disagree with this -- needs to show some sort of proof of first sales.

So to avoid that issue, in other words, the discrepancy between whether The RealReal was able to authenticate an item, meaning it believed there was not a question as to its authenticity and felt comfortable selling the item, we answered by saying that The RealReal authenticated that item through its process. And for items that were not -- that were removed, we sort of *sua sponte* by The RealReal after listing, we admitted that The RealReal removed the listing because it was not ultimately able to do that authentication.

So I think the issue with the RFA as drafted is that the definition of "genuine" that Chanel was using based on our prior conference involves some sort of

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first-sale proof of purchase type of thing, and that's not what the authentication process necessarily asks for. In some cases, The RealReal has that information, but it is not a prerequisite for authentication.

THE COURT: All right, let me -- I'm trying to understand, because it seems to be the lynchpin of all this, what you're talking about when you say "for sale." Do you mean -- when I defined "genuine" as manufactured and sold, I meant, you know, Chanel manufactured it and sold it, you know, it came out Chanel's door. How does a product enter the market without being manufactured and sold? How does it -- is there some product that you call authentic that was not manufactured and sold by Chanel?

MS. NATHANSON: I think Chanel is taking the position that there is.

THE COURT: But I'm asking you.

MS. NATHANSON: Well, so, we have items, for example, that have come up in the context of this litigation that Chanel alleges were stolen. So they are authentic Chanel items in the sense that they were manufactured by Chanel, but they were stolen before they were sold either by a Chanel store or a Chanel authorized retailer.

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2 THE COURT: Okay.

3 MS. NATHANSON: In a case like that, that is
4 something that The RealReal would not necessarily have
5 any ability to know. And so we're trying to be very
6 careful -- and I mean, I'll say, your Honor, we're not
7 trying to be cute in using this language. But we've
8 talked in this case about a number of different
9 situations where the term "genuine, "authentic,"
10 "manufactured and sold," etc., overlap in slightly
11 different ways. So what we answered is what we wanted
12 to be clear we were admitting.

13 THE COURT: Okay. So let me ask you this. And
14 I'm not saying Mr. Max is going to agree to it. It's
15 genuine -- if we defined "genuine" to mean manufactured,
16 would you be able to admit or deny the request as it is,
17 if that's what "genuine" meant, just manufactured?

18 MS. NATHANSON: Just number two --

19 THE COURT: Yes.

20 MS. NATHANSON: I think so.

21 THE COURT: Okay. So, all right, well, this is
22 really explaining what the problem is. So, Mr. Max, do
23 you have a problem with "genuine" being defined as
24 manufactured?

25 MR. MAX: Yes, your Honor, because it does need

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to be sold. And part of the process is going through,
you know, the quality control and the sales process at
Chanel. So we do have --

THE COURT: Okay. That's fine.

MR. MAX: -- an issue with that.

THE COURT: That's fine. If you were to
bring --

MR. MAX: Pardon me, your Honor?

THE COURT: -- the RFA -- the solution to all
this is to just specify exactly what we want. So I'm
not going to make you have your RFA's mean anything in
particular that you don't want. But we are going to
make it clear.

Go ahead, you wanted to say something.

MR. MAX: Yes, your Honor. In terms of the
point about stolen items, to your knowledge, none of the
items that are identified in the RFAs are stolen items.
And on the meet-and-confer call that we had prior to
writing the letters, we said if there are items that you
think were stolen, you know, bring that to our
attention, and we'll address that. So I think that may
be a bit of a red herring unless there's new information
that we're not aware of.

You know, the other thing here is part of the

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2 reason at the last conference we came up with the
3 definition was so that we could get these RFAs out there
4 and get an answer to what is a simple question, that is,
5 you know, did TRR authenticate an item as genuine.
6 That's -- and the crux here -- and I think it's
7 important to focus on it -- is that relates to the claim
8 that TRR has made and counsel has shared, as well, that
9 every item that is offered for sale by The RealReal is
10 authenticated by one of their experts. And that's
11 really where we're focusing on. And it either happened
12 or it didn't happen. It's not a complicated RFA. And
13 there weren't objections to the wording of the RFA or
14 the structure of the RFA or anything like that. So this
15 seems like a shifting of positions a little bit.

16 THE COURT: Well, I'm not doing the path any
17 longer. We're solving the problem now.

18 MR. MAX: All right.

19 THE COURT: I find this RFA to be ambiguous.
20 And it needs to be re written. I'm not going to require
21 them to answer it again the way it is now. So here's
22 your choices. First, I think the word "authenticated,
23 it's throwing us off, which sounds to me what you want
24 to find out, what you want to have them admit or not is
25 that TRR determined that item X was manufactured -- and

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I guess in your case, and sold, by Chanel. So if you want to ask that question, I don't think that's ambiguous. And you're welcome to ask it. And if you want to instead ask the question TRR determined that the item was manufactured by Chanel without using the word "sold," you're welcome to do that. But that, I think, precisely states a factual question that is deserving of an answer. But the way it's written now, there's just too much potential ambiguity.

So first let me -- I'll just check with defendants that they're not going to have an ambiguity objection to either of the two things I just said. And then I'll talk to plaintiffs.

MS. NATHANSON: No, I don't think we have an ambiguity objection. But the one point that I would make about "sold" is just that -- I mean, I think we could answer it. I think Chanel would have an issue with our answer along the lines of the fact that, you know, it is a legal question, I think, whether it is -- or at least a hybrid legal-factual question -- whether it is appropriate to assume that an item was sold by Chanel when it appears to be -- and I'll use a very colloquial term now so we avoid the whole "genuine-authentic" -- but when it appears to be not a fake

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Chanel, there's an assumption that it was sold by Chanel because Chanel or its authorized retailers are the only retail -- that's the only way that you can buy a Chanel in the first-sale market.

THE COURT: I'm not sure what you're getting at. I want to make this --

MS. NATHANSON: What I'm getting at is that Chanel --

THE COURT: -- simple -- well, hold on, hold on, hold on. Let me finish. Let me finish.

If you get an RFA that says at some point I think we need some time frame, or it can say at any time, TRR determined that item number X was manufactured by Chanel, whatever you just said now, that's not going to be objectionable, am I right?

MS. NATHANSON: Yes.

THE COURT: Okay, and if it says TRR determined that item was sold at one point by Chanel, are you going to have an objection to that?

MS. NATHANSON: I do not think we will have an objection, but I suspect we might be back here based on what our answer will be.

THE COURT: Well, your answer really should be "admit," "deny," or "we don't have enough information."

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2 It's going to be something else?

3 MS. NATHANSON: No.

4 THE COURT: Okay. Because if the answer's
5 "deny," I'm not going to be hearing from anybody --
6 don't worry about that -- or "admit."

7 MS. NATHANSON: Okay. Okay.

8 THE COURT: All right. Now, so Mr. Max, tell
9 me what -- if you have any problem with what I just
10 said.

11 MR. MAX: Your Honor, can I suggest an
12 alternative that I think Ms. Nathanson just, you know,
13 sort of posed in her response to you? Maybe instead of
14 not using "genuine" and not using "authentic," we use
15 "not fake," because that was the word she used. And I'm
16 looking at an article that's in "Haute Living," and it's
17 an interview with the founder, Julie Wainwright. And in
18 the article she talks about that, you know, they have
19 people, brand authenticators, who know how to spot
20 fakes. So maybe just say "not fake."

21 What we're trying to do here is not to base it
22 on what Chanel determines is authentic; it's really
23 their authentic, you know, that TRR considered
24 authentic. So if "not fake" works for Ms. Wainwright,
25 the founder, and works for Ms. Nathanson, maybe we just

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say "not fake." You know, it's colloquial, but it has a meaning. And then we don't have to get into whether it was manufactured or sold or anything like that. I think that may be simpler, your Honor, and may avoid the concern that Ms. Nathanson has that, you know, we'll be back after they give answers.

THE COURT: Ms. Nathanson?

MS. NATHANSON: I think that would be equally objectionable. And I apologize for introducing it. But there's a reason that I prefaced the phrase "not fake" with, "I'm using this only colloquially in the context of this conference." I think if the facts that they are getting at is whether The RealReal -- I mean, Mr. Max just said what we want to know is whether The RealReal authenticated the item. We've already admitted that The RealReal either authenticated or did not authenticate the item. And now -- and Chanel did not find that to be a sufficient answer. So I think if it wants something more, if it wants "manufactured and/or sold," those are facts that we can admit or deny or deny having sufficient information.

But I think what Mr. Max seems to be getting at and what has been problematic with these requests and other requests for admission in the past is some

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admission of the legal question of whether an item was genuine, authentic, whatever you want the term to mean. And we've made clear that the factual term that we will admit is authenticated, we can admit or deny the manufactured and sold question. But I think introducing more terminology that has the same issue as "genuine" is not going to resolve this issue.

THE COURT: Okay. I'm adhering to what I said before. And just for the record and for the big picture here, this -- requests for admission should be straightforward, factual; they're not a discovery device. You shouldn't have endless disputes about them. They're merely an effort to avoid having to prove some particular item at trial. Usually it's things like, you know, is this an accurate deposition transcript? Is this document the one that was produced by so-and-so? That's when they're most useful.

So I'm prepared to allow very clear factual requests for admission that are easily understandable and are not vague. But that's it. And there's too much dispute about authentic and genuine. So I've given my ruling on that. You can use the word "determined." You should specify whatever the time frame is. You can use a word, either manufactured, or you can use sold, but

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not genuine.

With that ruling, do we need to deal with perhaps number three or with any other subcategories of delisted or returned? I'll hear from either side on this.

MR. MAX: Your Honor, with regard to number three, I think, given that we're going to rework the RFAs, I think, you know, it's better to leave that for another day, especially given what your Honor said about the past and so forth. But I'm happy to discuss it if Ms. Nathanson wants to discuss it. But I think it's better to leave that for another day.

THE COURT: Well, when you say "leave it for another day," you're the one who made the application. So if you're not seeking --

MR. MAX: That's correct, your Honor. And --

THE COURT: If you're not seeking any -- I mean, if you're seeking further relief as to number three, the way it's written now, I think we need to deal with it now. If you're saying, "I'm no longer seeking relief" as to number three, than that's fine; we can end it.

MR. MAX: Well, then, your Honor, with regard to number three, the point with regard to number three

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is we're talking about it's not a genuine Chanel item.
So that's what I'm saying; it goes to the definition.
And I think the other point related to that is that
they, you know, they refuse to answer those. And I
guess my point there was part of that was relate -- they
were relying on what your Honor had said at the last
conference. So that's why I was saying it's an issue
that's still at play. But I was just trying to avoid
going over it without the additional RFAs.

I think with regard to that particular -- that
point is that I think your Honor has pointed out
previously, you know, they either have to admit, deny or
they explain why they can't admit or deny. And I think
that was something that these responses were lacking.
You know, they didn't have that because of the prior
statements that the Court made which they were relying
on. So that's why I was saying if your Honor wants to
rule on that, that's fine. But it seems to me that that
-- you know, that given that the RFAs are going to be
reworded, that that may be an issue for later. But I --

THE COURT: Right. Okay. So if you're -- I
just need to know whether I need to do anything on the
current responses to number three. I think your answer
is no. It sounds like you plan to reword number three

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with either "manufactured" or "sold" or both, and we'll see what you get as an answer. Did I understand you correctly?

MR. MAX: Yeah. It may not be "manufactured" or "resold" *[sic]*; it might be a different word. As I said, your Honor, what we are trying to do is understand what they -- you know, they say they authenticate everything. That's what we're focusing on. That's what their advertisements are all about. We're not talking about Chanel's definition of authentication. And if they wave a magic wand over everything and that's their authentication, well, that would be an authentication. The point is not just whether something was authenticated; it's what that means. Because what they say in their advertisements is everything's real, we use "real price" in our name and so on and so forth.

So I think this is a little bit of a semantic argument. And with regards to the First Sale doctrine, that's their burden, not our burden. And that's really -- as I said, I think that's a red herring. But we will rephrase the RFAs, and that would, I think necessarily impact the third RFA, as well.

THE COURT: Okay. Let me just remind you of something, Mr. Max.

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MR. MAX: Sure.

THE COURT: These are not contention interrogatories. A lot of what you just said gleamed out. We're trying to figure out what their position is. That is not the purpose of a request for admission. So please keep that in mind. Maybe there will be contention interrogatories at some point in this case, normally at the end of discovery. And then they'll figure out what their position is, and/or maybe they'll be objectionable -- I don't know. But you absolutely should not be using requests for admissions to figure out what their position is, whether it's consistent with provisions they've taken in the past with respect to what they do on their website. Whatever you rephrase, it has to be very clear and very fact-based. Okay? Do you understand what I'm getting at, Mr. Max?

MS. NATHANSON: Yes, your Honor. I do. And I'm sorry for the misunderstanding. I was not saying that we were going to assert contention interrogatories or anything of the sort. What I was saying was at the last conference, the parties, with your Honor's assistance agreed on a definition. Ms. Nathanson was okay with that definition. And, you know, today for the first time, because in the meet-and-confer, she didn't

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say that, but today for the first time she said, "Well, that definition wasn't a good definition.

So I'm a little surprised by that. And; if she wants to, while we're on the phone with the Court, say, "What we mean by authenticate is X," I'm happy to listen to that, and we can include that as the definition for authenticate or -- if she wants to do it for what is genuine, I'm happy to include that. We follow the definition that the Court and TRR had agreed upon. So we're not trying to be contentious here; we're just trying to take what your Honor has said and follow that -- that's what we did last time. And we'll do it this time, as well.

And if Ms. Nathanson wants to share what The RealReal considers is genuine, I thought she said "not fake," so that's why I suggested that. Bur if she has a better way of saying it -- I mean, the plain meaning of "genuine" and the plain meaning of "not fake," it's pretty plain. We're not trying to complicate this. It seems like it's getting complicated because Ms. Nathanson's reading things into what are plain words. But we just want to ask the RFA and get an admit or deny.

THE COURT: Good. I regret that we had

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confusion based on the last conference. I should have realized that the word "authenticate" in itself was creating problems and ambiguities and was becoming in the nature of a contention interrogatory rather than request for admission. We're going to take authenticated out of the request for admission process. We're going to take "genuine" out. We're going to use a word like "determined" instead of "authenticated," and we're going to state specifically manufactured, sold, or if there's some other factual thing, you're welcome to include that. They probably should be broken up. But, again, just confine it to the factual requests.

MR. MAX: Your Honor --

THE COURT: Yes.

MR. MAX: If I may? On the word "authenticated," I understand -- I understand the issue with "genuine," but with regard to authenticated, in the documents that they've produced, "authenticated" is used as a sort of, a point in time, before an item is photographed and put up for advertising and sale. And so I think "authenticated" is a term that they use repeatedly in their documents. And, you know, they also use it in the advertising copy. So I don't think that word is ambiguous.

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And I think it's important because in Ms. Nathanson's letter she seemed to suggest at the end that, you know, authentication -- in footnote two, that the authentication process is an ongoing item. That's not what they advertised, that's not what the documents reflect. So I think -- and she said on the phone that she's willing to say whether or not something was authenticated or not. I think that RFA is clear, and it's purely factual. It's not subject to interpretation, and they have documents that indicate that somebody authenticated something.

THE COURT: No.

MR. MAX: So I would just --

THE COURT: No, no, no, no, no. I don't think you understood my ruling.

MR. MAX: Okay, maybe I didn't.

THE COURT: (indiscernible) is absolutely not clear. It doesn't matter whether they used it. That doesn't make it clear or not or factual or not. You could, I suppose, theoretically -- and I don't know if this is of any interest -- you could say, "Did item X go through," whatever the authentication process is, or the process that TRR calls the authentication process. I'm just speaking off the top of my head. That might be

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2 possible, but not to have a request for admission that
3 said TRR authenticated something as manufactured or not
4 fake or genuine, and so forth. There's too much
5 ambiguity there. The word "determined" is very clear.
6 It means TRR made a decision that something was or was
7 not manufactured. If you start adding the
8 authentication process in, it just muddies the waters.
9 We have to be as narrow as possible in these.

10 MR. MAX: Your Honor, can I tie it to the
11 advertising copy which says, "All authenticated buyer
12 experts," that's repeatedly in their advertising, it's
13 on their website, all over the place.

14 THE COURT: You can -- you can --

15 MR. MAX: Can I say the only retail company --

16 THE COURT: -- I would have thought there --
17 hold on, hold on, hold on.

18 I would have thought there'd be discovery on
19 what this authentication process is. And it's not going
20 to be determined through a request for admission. If
21 you want to try an interrogatory about the
22 authentication process by itself and say, "Admit that
23 the authentication process consists of X." Or, if you
24 want to have an integral -- you could try that. I would
25 think, you know, that's not the kind of thing you should

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do -- I just used the word "interrogatory," which shows what the problem is here. If you think it's all been determined and it wouldn't be a big waste of time, you could say, "Admit that your authentication process consists of X." You could say, "Admit that Item X went through TRR's authentication process," period. But I don't want to start combining the authentication with notions of genuineness, manufactured or sold.

MR. MAX: Your Honor, that's not what I was suggesting. What I was saying was they make advertising claims that they are the only resale company in the world that authenticates every single item sold. And I would like to just, with regards to the items at issue, ask whether they were authenticated by The RealReal. Because that goes directly -- if they weren't, then that's --

THE COURT: Okay, now, stop. That's -- I think I said you could do that. I think you --

MR. MAX: Okay.

THE COURT: -- could say, "Did Item X go through TRR's authentication process?" Isn't that what you want to ask?

MR. MAX: Well, I think it's -- it hasn't been admitted. But that's beside the point. Your Honor, I -

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MS. NATHANSON: Your Honor --

THE COURT: Hold on. I want Mr. Max to answer my question. Is that what you want to asks?

MR. MAX: Your Honor, what I'm trying to ask is whether that -- whether that statement is true with respect to each of these items. That's what I'm saying.

THE COURT: Okay. So you would like to propound an RFA that said, "Did Item X go through TRR's authentication process?" Have I phrased it correctly?

MR. MAX: Well, but your Honor, my concern with that is every -- if every item goes through the process, and let's say the item goes through the process and is rejected, but it's still put up. The RFA would say that it went through the process. But what the advertising statement is that they authenticate everything that's -- so it suggests, because the word "authentic" means genuine -- it's a synonym -- so what they're saying is that every item is genuine because it goes through the process. So, Judge, going through the process doesn't get to that point. And --

THE COURT: I don't know what -- I don't know what to tell you. I've told you what you can do with the one I have in front of me. I guess I'm willing to

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try giving an advisory opinion as to some other RFA. I just came up with one, but you don't seem interested in it. But you haven't said precisely what you -- and I don't expect you to -- but you're sort of -- it seemed to me that you wanted to ask me some questions. If you want to ask me about a specific wording of an RFA that you want, and I'll tell you whether it fits in with my ruling today. I'm happy to try it. Do you want a minute to collect your thoughts? I'm happy to give you a minute. If you want to just think about it on your own and issue an RFA and see what they say about it, that's fine, too. I'm even willing to shorten the time period for any objection so we move this along. It's been two weeks. As long as it's within this, you know, topic area. But that's all I can do for you right now.

MR. MAX: Your Honor, would it be possible to tie the RFA to the advertising statement, say with regard to item blank, is the statement that TRR is the only resale company in the world that authenticates every single item sold is accurate?

THE COURT: I don't understand the RFA, so I'm sure they're going to have an objection to it. With regard -- the one thing to say --

MR. MAX: They make a statement that they

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authenticate --

THE COURT: No, I -- I understand that. And it's one thing if you said is TRR the only company in the world that authenticates every single item sold, if you want to do that on the theory that they did it, try it. I don't think I want to rule on that right now.

But now you're tying it to specific items. And I already said once we start using the word "authenticate" on specific items, I don't -- there's ambiguity, and that's not what RFAs are for.

MR. MAX: What is the ambiguity, your Honor --

THE COURT: No, I'm not -- I'm not going over this again.

MR. MAX: -- that you're concerned -- well, I'm just trying to understand so I can draft these. All right.

THE COURT: The word "authenticated" is ambiguous.

Mr. Max, I've had enough of this.

MR. MAX: Okay.

THE COURT: I believe I've given you my rulings. You now have, I believe, a much clearer idea about what you can do with an RFA, and I don't think there's anything more for us to do today.

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Anything from the defendant side?

MS. NATHANSON: No, your Honor.

THE COURT: Okay. Thank you, everyone. Good-
bye.

(Whereupon the matter is adjourned.)

C E R T I F I C A T E

I, Carole Ludwig, certify that the foregoing transcript of proceedings in the United States District Court, Southern District of New York, Chanel, Inc. versus The RealReal, Inc., docket #18cv10626, was prepared using PC-based transcription software and is a true and accurate record of the proceedings.

Signature Carole Ludwig

Date: February 27, 2023